

R-15-163

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A
STATEMENT OF AGREEMENT BETWEEN THE CITY OF
NORTH LITTLE ROCK AND THE NORTH LITTLE ROCK
POLICE DEPARTMENT SUPERVISORS ASSOCIATION; AND
FOR OTHER PURPOSES.**

WHEREAS, a new Statement of Agreement has been drafted between the City of North Little Rock, the Chief of the North Little Rock Police Department, and the North Little Rock Police Department Supervisors Association ("SA"); and

WHEREAS, this agreement will promote the mutual interests of the City, the Police Department and the Supervisors Association, and will provide for the operations of the Police Department's functions under methods which will further the efficient operation of the Police Department, the City and the Supervisors Association.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Statement of Agreement between the City of North Little Rock and the North Little Rock Police Department Supervisors Association (substantially similar to Exhibit "A" attached hereto for reference purposes only) is hereby accepted and approved.

SECTION 2: That increases in salaries and benefits contemplated by this Resolution are subject to and contingent upon the appropriation of sufficient funding by City Council in the annual budget.

SECTION 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after the date of its passage and approval contingent upon the signing of the Statement of Agreement by the Mayor, as witnessed by the City Clerk, and the authorized representative of the North Little Rock Police Department Supervisors Association.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

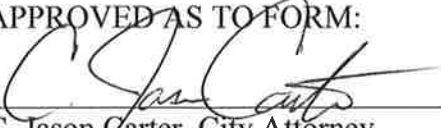
ATTEST:



Mayor Joe A. Smith

Diane Whitbey, City Clerk

APPROVED AS TO FORM:


C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11:43	(A.M.)	P.M.
By	City Attorney Jason Carter		
DATE	11/17/15		
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas			
RECEIVED BY	Proyer		

STATEMENT OF AGREEMENT



ARTICLE I

PREAMBLE

The City of North Little Rock, hereinafter referred to as "the City", the Chief of Police, hereinafter referred to as "the Chief of Police", and the North Little Rock Police Department Supervisors Association, hereinafter referred to as "the SA", recognize the fact that harmony, cooperation and understanding in their relationship with one another are essential to the welfare of the parties hereto. To that end, to promote the mutual interests of the City, the Police Department and the SA, and to provide for the operations of the Police Department's functions under methods which will further, to the fullest extent possible, the efficient operation of the Police Department, the City and the SA enter into this Statement of Agreement.

The parties to this agreement will cooperate fully to secure the advancement and achievement of the purposes under the terms and provisions of this agreement. The parties agree to abide to this agreement during its term. The parties further agree that all disputes and differences will be settled as provided for in this agreement without any interruptions of the services provided by the Police Department Supervisors to the citizens of North Little Rock.

ARTICLE II

PURPOSE OF AGREEMENT

SECTION 1. The purpose of this Statement of Agreement, entered into by the Mayor as Chief Administrative Officer for the City, the Chief of Police and the SA, as representative for all Supervisors below the rank of Chief of Police, is to:

(a) Establish fair and reasonable wages, benefits, grievance procedures, and other conditions of employment for the Supervisors of the North Little Rock Police Department;

(b) Provide for quality law enforcement and policing services throughout the City's boundaries on an uninterrupted basis for the benefit of the citizens of North Little Rock;

(c) Provide for economic and efficient operations, realization of maximum quantities and quality of performance of duties, the protection of life and property and avoidance of any interference with or interruptions to the operations of the Police Department; and

(d) Assist in the amicable adjustment of labor disputes.

SECTION 2. This Statement of Agreement shall not be affected, modified, altered, or changed in any respect by any change of management form or change in identity of Mayor, Chief of Police, or Members of the City Council or by any change of place of business by either party.

ARTICLE III

RECOGNITION

The City, the Mayor and the Chief of Police recognize the SA as the exclusive authorized representative for all sworn commissioned law enforcement officers holding the rank of Sergeant, Lieutenant, or Captain, employed by the North Little Rock Police Department. Such officers shall be hereinafter referred to as "Supervisors".

ARTICLE IV

DEFINITIONS

SECTION 1. The SA is an organization within the North Little Rock Police Department that represents all North Little Rock Department Supervisors.

SECTION 2. Supervisors shall all be sworn North Little Rock Police Department officers of the rank of Sergeant, Lieutenant and Captain.

SECTION 3. The SA Advisory Board shall consist of four (4) members as follows: one (1) Sergeant, one (1) Lieutenant, one (1) Captain, and a chairman of any supervisory rank. All advisory board members shall be elected by a majority vote of the voting members of that rank. The chairman will be elected at large by a majority vote of the voting members.

SECTION 4. The Mayor is the Chief Executive Officer of the City and performs such duties compatible with the nature of his office as required by state laws, city ordinances or as directed by the City Council.

SECTION 5. The Chief of Police is the Administrator of the Police Department and performs such duties compatible with the nature of his office as required by state laws, city ordinances and Civil Service Commission and Regulations.

SECTION 6. The Civil Service Commission is a seven (7) member commission whose members represent the interests of the public and departmental employees in accordance with the state laws, city ordinances, and Civil Service rules and regulations for the improvement of personnel administration in the city service.

ARTICLE V

STRIKES AND SLOWDOWNS

SECTION 1. The SA agrees not to call, participate in, authorize, or ratify any strike during the life of this agreement.

SECTION 2. In the event that any Supervisor engages in a strike, the SA agrees that the Chairman shall issue a written statement, directed to the striking supervisor, advising them that the strike may be illegal and is unauthorized and will direct the striking Supervisor to return to work and cease any action that will adversely affect the operation of the Police Department.

SECTION 3. In the event that any Supervisor engages in a strike or other interference with the Police Department operations, such Supervisor may be disciplined or discharged.

SECTION 4. Neither the violation of any provisions of this agreement nor the commission of any act described as an unfair labor practice or otherwise made unlawful by any federal, state or local law, shall excuse the Supervisor from their obligations under the provisions of this article.

ARTICLE VI

NON-DISCRIMINATION

SECTION 1. The provisions of this Statement of Agreement shall be applied equally to all Supervisors.

SECTION 2. The City and the SA agree that no Supervisor will be interfered with or discriminated against concerning any term or condition of employment by virtue of membership or non-membership in the SA, nor shall any discrimination be practiced because of the filing and/or processing of a grievance.

SECTION 3. In order to maintain an atmosphere conducive to harmony, efficient operation, and maximum rights for all persons as human beings, both parties agree to deal with each other, and with all employees, with the greatest possible respect.

ARTICLE VII

MANAGEMENT RIGHTS AND DUTIES

SECTION 1. The City and the Chief of Police shall retain the full right of

management and the directing of operations of the North Little Rock Police Department in accordance with Civil Service Commission Rules and Regulations. Such right of management includes among other things, but is not limited to:

(a) The right to plan, direct, control, increase, decrease or discontinue, in whole or in part, any position, unit or division of the Police Department;

(b) The right to determine the scope and objectives of the Police Department and what services it will provide; to change the type of services, processes or work to be performed;

(c) The right to change equipment, methods and facilities, or to introduce new equipment, methods and/or techniques and to change or discontinue any procedure used in the operation of the Police Department;

(d) The right to determine the number of Police Department personnel; to add to and/or reduce the number of shifts, the shift schedules and/or number of hours to be worked by the Supervisors; and to discipline, suspend or discharge Supervisors for just cause in accordance with Civil Service Rules and Regulations;

(e) The right to hire and assign personnel; to determine qualifications necessary for assigned jobs that are required now or that may be created in the future; to establish reasonable standards of job performance; to make periodic reviews and evaluations; to transfer personnel as needed; at management's discretion, to assign work duties, both on a regular or overtime basis, in accordance with management's determination of the needs of the respective job and Police Department's operations; and to layoff, recall, classify, promote, demote or retire personnel as needed, according to Civil Service Commission Rules and Regulations;

(f) The right to determine the number of classifications and arrangement of positions in the Police Department organizational structure; to establish job classification plans and to allocate the grades assigned thereto; to install new hourly, weekly, bi-weekly, and monthly pay systems; to automate processes or operations; to determine or re-determine job descriptions and contents;

(g) The right to contract for goods, equipment or services;

(h) The right to take whatever actions may be necessary to carry out the activities and operations of the Police Department so long as they are not precluded by any federal, state or local ordinances and the provisions of this agreement; and

(i) The Chief of Police shall have the right to make and enforce reasonable rules and regulations governing the department's operations, the manner and methods of performing the duties and responsibilities of the Supervisors, the quality standards that are required, attendance and conduct of Supervisors and any other matter so long as such rules and regulations are not in conflict with this agreement. The Chief of Police shall have the

right to change, alter, delete and/or add such rules and regulations.

SECTION 2. It is expressly understood between the parties that the rights of management enumerated in this Article are subject to the total Statement of Agreement and that general principles contained in this Article may be abridged by specific sections within this Statement of Agreement.

SECTION 3. The parties agree, that in work and job assignments and in use of benefits due Supervisors, there shall be no favoritism practiced by the employer and that seniority shall play a predominate role. This is not to be construed as meaning that seniority shall be the sole determining factor.

SECTION 4. The City, Chief of Police and the SA specifically recognize the necessity of continuous improvement in efficient and effective police protection and services to the citizens of North Little Rock, and each party to this Statement of Agreement agrees to cooperate with the other in accomplishing this result.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

SECTION 1. The City, the Chief of Police and the SA agree to adhere to the procedures listed in the Civil Service Commission Rules and Regulations concerning Disciplinary Action and Rights of Appeal resulting from a Supervisor being accused of or having been deemed guilty of violating Civil Service Rules and Regulations, Police Department Rules and Regulations, City Ordinances, State and/or Federal Laws.

ARTICLE IX

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. A grievance is any and all disputes, complaints, controversies, claims or grievances whatsoever between the SA and the employee and the employer which directly or indirectly arise out of or related to any portion within the Statement of Agreement.

SECTION 2. A grievance shall be settled in the following manner:

STEP 1: In the event of a grievance, a Supervisor and/or a member of the SA Advisory Board shall first report and discuss the grievance with the Supervisor's Division or Unit Commander within ten (10) working days of the Supervisor having knowledge of the occurrence of the event giving rise to the grievance. It is not mandatory that the grievance be reported in writing. The Division or Unit Commander shall discuss, review and inquire into the grievance in an attempt to

reach a satisfactory solution. The Division or Unit Commander will orally counsel or notify the Supervisor and/or the SA representative of his/her decision within at least three (3) calendar days. It is desired by both parties that the majority of grievances should be resolved at this level.

STEP 2: In the event that the answer of the Division or Unit Commander is not satisfactory to the SA, the SA Chairman shall notify the Chief of Police of the unresolved grievance and make a written request to schedule a STEP 2 meeting concerning the grievance. The Chief of Police shall schedule STEP 2 meeting within seven (7) calendar days after receiving a written request. The meeting shall be chaired by the Chief of Police, and he may designate other representatives of the Police Department or City to attend. The SA's STEP 2 grievance committee shall consist of the SA Chairman, the aggrieved Supervisor's SA representative, and the aggrieved Supervisor. After reviewing the grievance, the Chief of Police will notify the SA Chairman of his decision in writing within ten (10) calendar days of the STEP 2 meeting. If the SA does not wish to further pursue the grievance further, it shall notify the Chief of Police.

STEP 3: In the event that the decision of the Chief of Police is not satisfactory to the SA, the SA Chairman shall notify the Mayor of the unresolved grievance and make a written request to schedule a STEP 3 meeting concerning the grievance. The Mayor shall schedule a STEP 3 meeting within seven (7) calendar days after receiving the written request. The meeting will be chaired by the Mayor, and he may designate another representative of the City to attend. The SA's STEP 3 Grievance Committee shall consist of the SA Chairman, the aggrieved Supervisor's SA representative, and the aggrieved Supervisor. After reviewing the grievance, the Mayor will notify the SA Chairman of his decision in writing within ten (10) calendar days after the STEP 3 meeting. If the SA does not wish to further pursue the grievance, it shall notify the Mayor.

SECTION 3. If the parties shall fail to satisfactorily dispose of a grievance through the foregoing steps, or if for any reason it has not been taken up by them, or if the matter does not lend itself to the foregoing procedures, it shall be submitted to arbitration before an arbitrator agreed upon by the parties. If the parties cannot agree upon an arbitrator within ten (10) working days, then upon request of either party, the Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators from which one (1) shall be chosen by alternate striking from such list. A coin flip shall determine the right of first choice.

SECTION 4. All copies of a grievance shall be signed and dated by all involved parties at the time of submission of each step and at the time the written decision is

returned to the SA. Signatures and dates shall be conclusive evidence of the receipt of the grievance and/or response.

SECTION 5. Time limits specified in the grievance procedure may be extended at any Step by mutual agreement. Any such extension of time limits shall be noted on the grievance forms and signed by representatives of both parties.

SECTION 6. Any award or decision of the arbitrator, in addition to granting such other relief as the arbitrator may deem proper, may contain provisions commanding or restraining acts and/or conduct on behalf of either party. If either party shall default in appearing before the arbitrator, the arbitrator is empowered nevertheless to take the proof of the party appearing and tender an award thereof. Any decision of the arbitrator shall be final and binding and shall be enforceable by appropriate court proceedings. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the provisions of this agreement. The cost of the arbitrator shall be borne equally by the parties hereto.

SECTION 7. It is intended and agreed that the procedures herein established for the adjustment of disputes shall be the exclusive means for the determination of all disputes, complaints, controversies, claims or grievances whatsoever, including those involving the arbitrability of any dispute or claims based upon any breach of the no-strike, no stoppage pledges of the agreement or upon any other breach of this agreement. It is intended that this provision shall be interpreted as broadly and inclusively as possible. Neither party shall institute any court action, other than to compel arbitration; this provision shall be a complete defense to and also grounds for a stay of any action instituted contrary to this agreement.

ARTICLE X

HEALTH AND SAFETY

SECTION 1. The City, the Police Department, and the SA recognize the fact that in addition to physical fitness and health, it is of the utmost importance that a Supervisor be of sound mental health and that such sound mental health can be adversely affected by stress; and that stress is a very harmful and serious problem that can be never ending and ever growing to the point where it may seriously jeopardize the safety of the Supervisor, other officers, and the citizens of North Little Rock. Therefore, the employer shall provide, within the health insurance provided for in Article XXIII of this agreement, insurance coverage for psychological stress counseling. The treatment or counseling shall be conducted by any qualified person of the Supervisor's choice.

SECTION 2. The City will provide an annual physical examination to all Supervisors who have completed at least five (5) years of service to the Police Department. The examination will be of a thorough and complete nature and will be administered by a qualified physician at an approved medical facility, diagnostic clinic, or hospital. Information obtained from the examination will be of a confidential nature between the

physician and the Supervisor and will not be released, without waiver, to any City official. Such examinations shall be conducted within the following minimum guidelines:

(a) MEDICAL HISTORY: The history examination will include the chief complaint the history of the present illness and/or complaint, past medical history including childhood, adulthood, surgical procedures, hospitalization, etc., as well as a social history, family history, and a review of all body systems.

(b) PHYSICAL EXAMINATION: The physical examination will include examination of the head, ears, eyes, nose, throat, chest and lungs, cardiovascular system, gastrointestinal system including a rectal examination and examination of the skin, lymphatic and neurological system. In addition, a pelvic examination will be performed on females and an examination of the prostate (in conjunction with the rectal examination) will be performed on males.

(c) LABORATORY STUDIES: Laboratory studies will include: urinalysis, fasting blood sugar and blood sugar obtained 2 hours after the ingestion of 100 gms. of glucose. The lipid profile will include total cholesterol, low density cholesterol, high density cholesterol, and triglyceride level, complete blood count, and sedimentation rate.

ARTICLE XI

SENIORITY

SECTION 1. "Seniority" is defined as the time from the date of hire to the present.

SECTION 2. "Time in grade" is defined as the time from the date of promotion to the current rank to the present time.

SECTION 3. In the event seniority becomes a factor between two or more persons of the same rank, then time in grade shall prevail.

SECTION 4. Seniority shall be lost upon the occurrence of any of the following events:

- (a) Discharge;
- (b) Resignation;
- (c) Retirement;
- (d) Unexcused failure to return to work upon expiration of a leave of absence; and
- (e) Layoff of two or more years.

ARTICLE XII

CONSUMER PRICE INDEX

SECTION 1. The City, the Police Department, and the SA agree that for the purpose of establishing a recognized cost of living index, the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, published in the Southwest Statistical Summary for Region 6-Dallas-Fort Worth, will be used as the recognized authority.

ARTICLE XIII

WAGES

SECTION 1. Wages, standards and other working conditions now existing or benefits established shall not be lowered during the life of this agreement; provided, however, that this shall in no way be deemed to prevent the employer from experimenting with new methods and procedures.

SECTION 2. Wages shall be provided pursuant to Attachment "A" hereto, plus other monies that shall be provided for in other sections of this agreement.

ARTICLE XIV

ANNUAL VACATION LEAVE AND SEPARATION

SECTION 1. The number of employees, ranks and positions within each rank within the Police Department shall not be reduced to a level below that which was authorized on January 1, 1997, except in case of extreme emergency.

SECTION 2. All supervisors shall be granted at least 15 annual vacation leave days. All supervisors who have completed fifteen (15) years of service shall be granted an additional five (5) annual vacation leave days.

SECTION 3. All Supervisors shall be allowed to accumulate unused annual vacation leave up to the maximum of 40 days to be carried over from year to year.

SECTION 4. All Supervisors who are separated from the employment of the Police Department by reason of resignation, death, retirement, or discharge shall receive payment for unused accumulated vacation leave at the regular rate of pay in effect at the time of separation of service.

ARTICLE XV

HOLIDAYS AND DISCRETIONARY TIME

SECTION 1. Supervisors shall be paid for eleven (11) holidays, regardless of whether they are on duty or not on such holiday, at the rate of one (1) day's pay for each of the eleven (11) holidays. Such payment shall be in addition to the Supervisor's regular wages.

SECTION 2. All Supervisors shall receive holiday pay benefits in one "lump sum" payment to be issued prior to December 14th.

SECTION 3. All Supervisors with from five (5) to ten (10) years of continuous service as of January 1 shall be granted thirty-two (32) discretionary hours per year.

SECTION 4. All Supervisors with from ten (10) to fifteen (15) years of continuous service as of January 1 shall be granted forty (40) discretionary hours off per year.

SECTION 5. All Supervisors with fifteen (15) or more years of continuous service as of January 1 shall be granted forty-eight (48) discretionary hours off per year.

ARTICLE XVI

SICK LEAVE AND ON-JOB INJURY

SECTION 1. All Supervisors shall be entitled to be paid sick leave. Sick leave shall be accrued at the rate of twenty (20) days per year. Sick leave may be used in increments of not less than two (2) hours.

SECTION 2. All Supervisors shall be allowed to accumulate unused sick leave hours without a limit on the total accumulation of annual sick leave.

SECTION 3. All Supervisors who resign with at least ten (10) but less than twenty (20) years of service shall be paid up to forty (40) days accumulated sick leave.

SECTION 4. All Supervisors who retire by disability with at least ten (10) but less than twenty (20) years of service shall be paid up to sixty (60) days accumulated sick leave.

SECTION 5. All Supervisors who retire after being credited with twenty (20) years of service shall be paid up to ninety (90) days accumulated sick leave.

SECTION 6. All sick leave pay will be paid at the daily rate of pay in effect at the time of retirement or discharge.

SECTION 7. Up to five (5) days of paid sick leave per year may be used for the care of an ill member of the Supervisor's immediate family, immediate family being as defined in Article XIX, Section 1.

SECTION 8. Sick leave may be used by the Supervisor for medical, dental, optical or psychological examinations.

SECTION 9. When a Supervisor is absent on sick leave for more than three (3) consecutive days, he/she will be required to furnish a written statement from a medical doctor documenting the Supervisor's inability to work and when the Supervisor will be allowed to return to work. During an extended illness, it is the responsibility of that Supervisor to ensure that his/her immediate supervisor is informed and kept current of his/her status.

SECTION 10. When the pattern of a Supervisor's sick leave use indicates abuse, the Chief of Police or his designated representative shall have the option of requiring the Supervisor to have a medical fitness for duty examination at an approved medical facility. Abuse shall be defined as more than seven (7) non-continuous sick leave absences without a doctor's statement during a twelve (12) month period. The examination, if required, shall be done while the Supervisor is on duty and the cost of said examination shall be paid by the employer. The Supervisor may also be required to obtain a doctor's statement for any subsequent sick leave absences occurring within ninety (90) days after the seventh (7th) sick leave absence.

SECTION 11. A Supervisor absent from work due to a job-related injury or illness shall receive their regular salary or rate of pay during their absence from work, provided however, any disability payment received by reason of worker's compensation coverage, for the same, shall be credited to the City. A physician's statement verifying the Supervisor's inability to perform their assigned duties may be required. Further verification shall be provided as requested by the employer or insurance carrier.

SECTION 12. Injured on duty (IOD) leave shall not exceed one hundred four (104) full weeks and will not be charged against the Supervisor's accumulated sick leave. The Supervisor's Association and the City recognize that under our current workers' compensation policy the potential exists for abuse. The City and Supervisor's Association agree to work together in good faith for a solution. The solution will not become effective until it becomes effective for all city employees.

ARTICLE XVII

LONGEVITY BONUS

SECTION 1. Supervisors will receive a longevity bonus. Payments of such will be made every six (6) months in June and December. Supervisors will receive Ten & 00/100 Dollars (\$10.00) per month for each year of service.

SECTION 2. Upon retirement after twenty (20) or more years of service to the department, the City shall provide the Supervisor with his/her current duty weapon. Such weapon will be presented to the Supervisor in a suitable hardwood presentation case with glass top, bearing an engraved plate declaring the Supervisor's name, years of duty, etc.

ARTICLE XVIII

OVERTIME COMPENSATION

SECTION 1. The City and the Chief of Police agree to pay time and one-half for all authorized overtime (excluding approved compensatory time) worked in excess of the scheduled 40 hour work week in pay status, excluding sick leave. Overtime pay shall be paid to all Supervisors for work rendered in connection with special events (parades, festivals, concerts, etc.) and emergency situations (chemical spills, natural disasters) where work is performed beyond the scheduled 40 hour work week. All overtime payments shall be authorized by the Chief of Police, and his discretion to authorize overtime pay shall not be limited by the situations delineated herein.

SECTION 2. All Supervisors who are subpoenaed or are required to appear in municipal traffic or criminal court, state circuit court, juvenile court, federal district court, civil court, chancery court, North Little Rock Civil Service hearings, grand jury hearings, or appear as a witness in direct association with their duties as a law enforcement officer for the City, shall be paid a minimum of three (3) hours court time at their regular rate of pay, provided that the Supervisor is off-duty and has to make a special trip to and from the court appearance location. Compensatory time may be taken in lieu of pay at the discretion of the appearing Supervisor. Exceptions to this policy shall be Supervisors who are subpoenaed to appear in court immediately before or after their tour of duty. Those Supervisors shall receive pay, at their regular rate, for the amount of time actually spent in court.

ARTICLE XIX

LEAVES OF ABSENCE

SECTION 1. Up to five (5) days of emergency leave with pay may be granted for a death in the immediate family of the Supervisor. Immediate family shall include spouse, children, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, and living under the same roof as the Supervisor, any relative or relative by marriage.

The emergency leave herein provided for, applies only if the family death requires time off from regularly scheduled duty, and it does not contemplate nor grant an accrual of other permissible leave.

All time off under this article shall not be deducted from the Supervisor's accumulated sick leave.

ARTICLE XX

UNIFORMS

SECTION 1. The City shall furnish uniforms for its uniformed officers at no charge to the officer.

SECTION 2. Each non-uniformed Supervisor will receive a clothing allowance of Eight Hundred & 00/100 Dollars (\$800.00) per year, payable in April and September.

ARTICLE XXI

POLICE VEHICLES

SECTION 1. The North Little Rock Police Department is authorized to continue, modify and adopt policies and directives that permit officers to store their assigned city-owned vehicle at their place of residence.

SECTION 2. If the North Little Rock Police Department establishes a policy or directive of the type described in Section 1 above, the policy shall permit any officer whose permanent residence is outside Pulaski County, but within a twenty-five (25) mile radius of the North Little Rock Police Headquarters, to store their city-owned vehicle at their place of residence, so long as:

- (a) the officer has completed at least seven (7) years of continual service;
- (b) the officer reimburses the City for the use of the vehicle for any purpose other than official city business at a rate of forty cents (\$0.40) per mile;
- (c) the officer otherwise complies with the policies and directives of the North Little Rock Police Department.
- (d) the officer may opt to pay a \$100.00 monthly fee for the use of the city vehicle.

SECTION 3. When calculating reimbursement required under subsection (b) of Section 2 above, the necessary per-mile cost of reimbursement shall be re-calculated by the North Little Rock Finance Department on a semi-annual basis to accurately reflect the true cost of operation of the vehicle.

SECTION 4. When reimbursement is required for the use of a city-owned vehicle based upon commuting, it shall be based upon the distance from the permanent residence of the officer to the North Little Rock Police Department Headquarters.

ARTICLE XXII

CAREER DEVELOPMENT

SECTION 1. The City of North Little Rock, the Police Department and the SA recognize the importance of adopting a formal program for educational pay incentives to encourage sworn law enforcement officers to achieve a college level education. Such assistance is vital to the recruitment, education and retention of law enforcement officers who are pursuing or have attained a college degree in a law enforcement related field. The Chief will issue a general order and attach to this Contract.

SECTION 2. The employer shall implement an Educational Incentive Pay Program for all sworn officers who are entitled to receive such pay.

SECTION 3. Educational Incentive Pay shall be paid at the rate of \$1.44 per month for each credit hour of approved accredited college education, up to a maximum of \$172.00 per month to all Supervisors who are enrolled and are attending courses at an accredited college or university and are pursuing a degree in criminal justice or a law enforcement related field.

SECTION 4. All Supervisors who have earned an Associate Degree in a Law Enforcement related field from an accredited college or university shall be eligible to receive permanent Educational Incentive Pay in the amount of \$72.00 per month.

SECTION 5. All permanent employees who have attained a Baccalaureate Degree in a law enforcement related field from an accredited college or university shall receive permanent Educational Incentive Pay in the amount of \$144.00 per month.

SECTION 6. To be eligible for educational Incentive Pay, a supervisor shall furnish documentation of college enrollment and satisfactory completion of accredited college hours or the Certificate of Degrees to the Chief of Police or his designee and the Personnel Department of the City of North Little Rock. Documents shall be provided by May 15 of each calendar year. Payments shall be made every six (6) months, on June 1 and December 1. The employer shall not be liable for such pay if documents are not furnished. The Chief of Police and the City Personnel Director, or their designees, and a representative of the SA, shall by committee, determine the degrees, course, or fields of study that shall be considered law enforcement related.

SECTION 7. Notwithstanding any Section of this Article, Supervisors may elect to receive minimum standards certification pay in lieu of Educational Incentive Pay. Any Supervisor desiring to receive such pay shall notify the Chief of Police. No such pay shall be owed to an employee prior to such notification.

A Supervisor with a General Certificate and three (3) additional accredited college hours shall be entitled to \$36.00 per month. A Supervisor with an Intermediate Certificate and 6 additional accredited college hours shall be entitled to \$72.00 per month. A supervisor with an Advanced Certificate shall be entitled to \$108.00 per month. A Supervisor with a Senior Certificate shall be entitled to \$144.00 per month. Payments shall be made every 6 months, in June and December.

Those Supervisors having received General and Intermediate Certificates on or before June 29, 1984, without the required college hours, shall be treated and receive the corresponding rates of pay during the term of this agreement as specified in paragraphs one and two of Section 7 as set out hereinabove.

ARTICLE XXIII

INSURANCE

SECTION 1. The City agrees to pay one hundred percent (100%) of the cost of providing medical insurance for each Supervisor. The City also agrees to pay seventy-five percent (75%) of the cost of providing dependent medical insurance.

SECTION 2. The City shall pay the full cost of maintaining a \$25,000.00 life insurance policy with ADD provisions for each Supervisor.

SECTION 3. The City shall provide legal protection and representation for all officers against any legal action taken against them while performing duties within the scope of their authority and department policy.

SECTION 4. If an officer shall be killed in the line of duty, the City shall maintain 100% of the cost of health insurance until death or remarriage for the surviving spouse, as well as for the officer's dependent children until they are no longer dependent. Additionally, the City shall pay the surviving spouse a lump sum that is equivalent to the officer's annual salary. If such officer has no surviving spouse, but has children, said sum shall be paid to the officer's children.

ARTICLE XXIV

SUPPLEMENTARY SUPERVISORY PAY

SECTION 1. The City and the Chief of Police recognize that the duties of Supervisors require them to regularly report to duty before and/or remain after scheduled duty hours to assure that the proper supervision of the police function is carried out.

SECTION 2. The City will compensate all Supervisors for those responsibilities by paying them an additional 2.2% of their regular bi-weekly salary per pay period.

ARTICLE XXV

DUES DEDUCTION

SECTION 1. The City shall provide payroll deduction of SA membership dues

upon official written request of the SA Chairman to the City Finance Director. The City shall deduct the amount specified by the SA from the bi-weekly payroll checks of SA members upon written authorization by the member. Deductions shall be paid to the SA within ten (10) days after the end of the final pay period of each month.

SECTION 2. The SA will comply with any reasonable documentation procedures as may be required by the City as a necessary requirement for the dues deduction.

ARTICLE XXVI

SEVERABILITY

SECTION 1. The City, the Police Department, and the SA acknowledge that the provisions of this agreement shall not be inconsistent with Civil Service Commission rules and regulations, state and federal laws, or the Consent Decree, as long as the Police Department is bound to the guidelines of that decree. In the event any article, section, or portion of this Statement of Agreement should be held invalid by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically held invalid in the court's decision, and upon issuance of such a decision, the City, the Police Department, and the SA agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE XXVII

DURATION

SECTION 1. The City, the Police Department, and the SA acknowledge that during negotiations which resulted in this Statement of Agreement, that each party has had the unrestricted right and opportunity to present demands and proposals with respect to any subject matter in this agreement; therefore, the City, the Police Department, and the SA freely agree that during the period of this agreement, neither party shall be obligated to re-open negotiations, except in the manner specified herein.

SECTION 2. Unless otherwise stated herein, the provisions of this Agreement shall go into effect January 1, 2016, and shall continue in effect through December 31, 2016, and, unless stated otherwise, shall thereafter automatically be renewed from year to year. Either party may notify the other in writing at least 60 days prior to any such expiration date that it desires to terminate or modify the terms thereof.

ARTICLE XXVIII

IMPASSE PROCEDURE

SECTION 1. If notice pursuant to Article XXVII, Section 2, is given by either party, it shall be the obligation of all parties to meet in good faith for the purpose of negotiating a renewal of the Statement of Agreement. For purposes of this Article, an impasse shall be deemed to occur in the collective bargaining process, if the parties do not reach a settlement of the issue or issues in dispute by way of a written agreement within forty-five (45) calendar days after notice of intent to modify or terminate, pursuant to Article XXVII, Section 2, has been given by either party.

SECTION 2. Impasse shall be deemed to occur, as well, if a new agreement within the meaning of this Article is not approved by the Mayor and the City Council of the City within fifteen (15) days after agreement is reached by way of collective bargaining between the parties.

SECTION 3. If an impasse has been reached, either party, by written notice to the other party may request the appointment of a board of arbitration. The written notice shall contain the specifics of the issue or issues in dispute and upon said notice, a board of arbitration shall be appointed.

SECTION 4. The board of arbitration shall be composed of three (3) persons; one (1) appointed by the employer, one (1) appointed by the SA, and a third member to be agreed upon by the employer and the SA. Both parties hereby delegate their authority to set terms contained in this agreement to the board of arbitration. The members of the board representing the employer and the SA shall be named within ten (10) calendar days from the date of the request for the appointment of such board. If after a period of ten (10) calendar days from the date of the appointment of the two (2) arbitrators appointed by the employer and by the SA, the third arbitrator has not been selected, then either arbitrator may request the Federal Mediation and Conciliation Service or its successor in function, to furnish a list of three (3) members of said association, from which the third arbitrator shall be selected. The arbitrator appointed by the employer shall eliminate one (1) name from the list within five (5) calendar days after receipt of the list, following which the arbitrator appointed by the SA shall eliminate one (1) name from the list within five (5) calendar days thereafter. The individual whose name remains on the list shall be the third arbitrator and shall act as chairman of the board of arbitration. The board of arbitration thus established shall commence the arbitration proceedings within ten (10) calendar days from the day the third arbitrator was selected and shall make its determination within thirty (30) calendar days after the appointment of the third arbitrator.

SECTION 5. The board of arbitration shall have the authority to receive any type of evidence and conduct any type of meetings that it sees fit.

SECTION 6. The determination of the majority of the board of arbitration shall be final on the issues in dispute and shall be final and binding upon all parties involved. Such determination shall be in writing and a copy thereof shall be forwarded to both parties to the dispute. No appeal therefrom shall be allowed to any court. Such determinations shall constitute a mandate to the employer, including the Mayor and City Council, and to the SA, to take the action necessary to carry out the determination of the board of arbitration.

The award of the board of arbitration shall be enforceable to the maximum extent permitted by law.

SECTION 7. The compensation, if any, for the arbitrator appointed by the SA shall be paid by the SA. The compensation, if any, for the arbitrator appointed by the employer shall be paid by the employer. The compensation, if any, for the third arbitrator, as well as stenographic and other expenses incurred by the board of arbitration in connection with the arbitration proceedings, shall be borne equally by the SA and the employer.

SECTION 8. If at the time that this Statement of Agreement would otherwise terminate the parties have not signed a new Statement of Agreement, then the terms and conditions of this agreement shall remain in effect. The terms shall remain in effect until a new agreement has been signed whether it be voluntarily or through binding arbitration.

ARTICLE XXVIII

AGREEMENT

The parties below have affixed their signatures on this _____ day of _____, 2015, to place into effect the provisions of this Statement of Agreement. The effective date of this Statement of Agreement shall be January 1, 2016.

CITY OF NORTH LITTLE ROCK

**NORTH LITTLE ROCK POLICE
DEPARTMENT SUPERVISORS ASSN.**

Joe A. Smith, Mayor

Chairman

Diane Whitbey, City Clerk

ATTACHMENT “A”

Salaries for Police Supervisors Effective 01-02-2016

<u>Position</u>	<u>Entry level</u>	<u>2nd year</u>	<u>3rd year</u>
Sergeant	\$60,049.00	\$62,315.00	
Lieutenant	\$66,589.09	\$68,606.80	
Captain	\$72,685.57	\$77,478.46	\$79,826.13